

AN ORDINANCE **2006-02-23-0248**

**AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH TEXAS DEPARTMENT OF PUBLIC SAFETY (DPS) FOR 22,613 SQUARE FEET OF GROUND SPACE AND 8,400 SQUARE FEET OF BUILDING SPACE AT 8523 MISSION ROAD, AT STINSON MUNICIPAL AIRPORT, FOR A FIVE (5) YEAR TERM COMMENCING MARCH 3, 2006, FOR A MONTHLY RENTAL OF \$723.13 TO INCREASE IN OCTOBER 2006 TO A MONTHLY RATE OF \$779.66.**

**WHEREAS**, the Texas Department of Public Safety ("DPS") has been a subtenant at Stinson Municipal Airport for twelve (12) years; and

**WHEREAS**, the recent relocation of the Texas Air Museum at Stinson Municipal Airport to a facility without airfield access provided the opportunity for DPS to lease this facility; and

**WHEREAS**, the assigned missions of DPS at Stinson include executing high risk warrants; covert air surveillance; aerial photography; search and rescue for lost persons; conducting manhunts; disaster reconnaissance and evacuation of victims; swift water rescue; witness and prisoner transfer; reconnaissance support as well as, Drug Awareness Resistance Education (D.A.R.E.), and other public service activities; and

**WHEREAS**, as a tenant at Stinson Municipal Airport, DPS provides an opportunity for the State of Texas, City of San Antonio as well as Stinson Municipal Airport to enhance their status in security and public safety; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager or her designee, is authorized to execute the Stinson Municipal Airport Lease Agreement which is attached hereto as "Attachment 1," with the Texas Department of Public Safety, for use of the ground and hangar space described therein at the Stinson Municipal Airport.

**SECTION 2.** Revenues from this Lease Agreement will be deposited into Fund No. 51001000, entitled "Airport Operations", Internal Order 233000000014 entitled "Stinson Municipal Airport" and General Ledger Account 4405400 entitled "Stinson Building Rental Aviation."

**SECTION 3.** The financial allocations in this Ordinance are subject to approval by the Acting Director of Finance, City of San Antonio. The Acting Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 4.** This Ordinance shall be effective on and after the tenth (10th) day after passage.

**PASSED AND APPROVED** this 23<sup>rd</sup> day of February 2006.



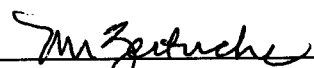
**M A Y O R**

**PHIL HARDBERGER**

**ATTEST:**

  
\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
for City Attorney

# **ATTACHMENT 1**

## STINSON MUNICIPAL AIRPORT LEASE

STATE OF TEXAS           §  
                                     §  
COUNTY OF BEXAR       §

THIS AGREEMENT, is entered into by and between the **CITY OF SAN ANTONIO**, a Texas Municipal Corporation (hereinafter called "Lessor" or "City"), acting by and through its City Manager, pursuant to Ordinance No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2006, and the **TEXAS DEPARTMENT OF PUBLIC SAFETY**, an agency of the State of Texas, acting by and through its representative, who has been duly authorized by the Public Safety Commission, (hereinafter called "Lessee") WITNESSETH:

### 1. DESCRIPTION OF PREMISES DEMISED

1.1 Lessor, for and in consideration of the rents, covenants and promises herein contained to be kept, performed and observed by Lessee, does hereby demise and lease unto Lessee and Lessee does hereby accept from Lessor approximately 8,400 square feet of hangar space, commonly known as Building No. 610 or Hangar 7, and approximately 22,613 square feet of ground space located at 8523 Mission Road, San Antonio, Bexar County, TX 78214, at the Stinson Municipal Airport, and more specifically shown in "Exhibit 1", which is attached hereto and made a part hereof by reference. ("Leased Premises").

### 2. RENTAL

2.1 Lessee hereby agrees to pay Lessor as rental, monthly in advance (without notice or demand, both of which are expressly waived), for the use and occupancy of the Leased Premises, at the times and in the manner hereinafter provided:

2.1.1 From and after the Commencement Date through September 30, 2006, Lessee shall pay rental at the following rates:

<u>Leased Premises</u>	<u>Sq. Ft.</u>	<u>Annual Rate per Sq. Ft.</u>	<u>Monthly Rental</u>
Building 610/Hangar 7	8,400	\$ 0.71	\$497.00
Ground Space	22,613	\$ 0.12	\$226.13
Total Monthly Payment			\$723.13

2.1.2 Commencing on October 1, 2006 and continuing to remainder of lease term Lessee shall pay rental at the following rates:

<u>Leased Premises</u>	<u>Sq. Ft.</u>	<u>Annual Rate per Sq. Ft.</u>	<u>Monthly Rental</u>
Building 610	8,400	\$ 0.71	\$497.00
Ground Space	22,613	\$ 0.15	\$2.82.66
Total Monthly Payment			\$779.66

## ATTACHMENT 1

2.2 All rentals shall be calculated on an annual basis and shall be paid by Lessee to Lessor in advance without invoicing, notice or demand, in equal monthly installments on or before the first day of each calendar month continuing throughout the remainder of the term of this Lease Agreement and any extension(s) hereof. In the event that the term of this Lease Agreement shall commence on a day other than the first day of any calendar month or expire on a day other than the last day of a calendar month, then, and in such event, rental installments will be prorated for the first or last month as the case may be.

2.3 All rentals and payments that become due and payable by the Lessee shall be made to the City of San Antonio, Office of the Aviation Director, San Antonio International Airport, 9800 Airport Blvd., San Antonio, Bexar County, Texas. All rentals and payments unpaid for ten (10) days after the date due shall bear interest at the rate of ten percent (10%) per annum commencing thirty (30) days after the date each such payment was due.

2.4 It is the understanding of the parties that all improvements and/or modifications ("Improvements") to any building premises, if any, will be at the sole cost and expense of Lessee. The Improvements will be completed by Lessee only in accordance with plans and specifications to be developed by Lessee's consulting engineer/architect and approved by the Director, in accordance with Standard Provision 5, or as provided in Article 9, Special Provisions.

### **3. TERM**

3.1 The term of this Lease Agreement shall be five (5) years. The Lease Agreement shall commence on March 3, 2006 ("Commencement Date"), and shall terminate (unless otherwise earlier terminated under the provisions contained herein) at midnight of the last day of the five (5) year term (March 2, 2011). The Leased Premises will at all times during the term of the Lease Agreement and any extension be subject to the provisions for recapture and/or earlier termination herein contained.

### **4. USE(S) OF PREMISES**

4.1 The Premises shall be used for the purposes of maintenance and storage of aircraft and helicopters and storage of associated parts; and general office uses related to and necessarily incidental to flight operation and/or such other aviation-related purposes as approved, in writing, by the Aviation Director.

### **5. TEXAS TORT CLAIMS ACT**

5.1 Lessee and the City acknowledge they are either a state agency or a political subdivision of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, §101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

5.2 Lessee agrees to promptly advise the City in writing of any claim or demand against the City or Lessee known to the Lessee related to or arising out of Lessee's activities under this Contract.

## **6. INSURANCE**

6.1 It is the stated policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the state who are acting within the scope of their employment. Rather, Chapter 101 of the Civil Practice and Remedies Code states that a governmental unit in the state is liable for property damage, personal injury and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment. Liability of the state government under this chapter is limited to money damages in a maximum amount of \$250,000.00 for each person and \$500,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property. Employees of the Department of Public Safety are provided Workers' Compensation coverage under a self-insuring, self-managed program as authorized by the Texas: Labor Code, Chapter 503.

6.2 It is expressly understood and agreed that all operations of Lessee under this Lease Agreement between Lessor and Lessee shall be covered by self-insurance as approved by Lessor's Risk Manager and that all personal property placed in the Leased Premises shall be at the sole risk of Lessee. Except as limited by the Texas Tort Claims Act, Lessee's obligations are for the full and total amount of and damage, injury or loss caused by or attributable to its activities conducted at or upon the Airport.

## **7. STANDARD PROVISIONS AND COVENANTS**

7.1 The Standard Provisions set forth in Exhibit 2, attached hereto, are incorporated herein and made a part hereof.

## **8. SPECIAL PROVISIONS**

8.1 State Auditor Clause. Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.

8.2 Lessee understands, recognizes and agrees that Lessee takes the Leased Premises on an "As Is" basis.

8.3 It is the express agreement of the parties that Lessee at Lessee's sole cost and expense will obtain and deliver to the Director, any required Certificates of Occupancy within one hundred eighty (180) days after the Commencement Date of this Lease Agreement, unless otherwise agreed to in writing by the Aviation Director.

8.4 If construction is undertaken, obtain and deliver to the Director any required building permits prior to commencement of such construction, unless otherwise agreed to in writing by the Aviation Director.

8.5 All improvements to be made by Lessee are subject to the prior review and written approval of Lessor. Lessee shall provide working plans for such plans improvements to Lessor, in a form sufficient to secure any applicable permits and a certificate of occupancy which provide adequate detail and description of the planned modifications, including locations, type, and proposed materials.

8.6 If Lessee receives notification from the State of Texas that funding supporting the payment of Rental due under this Lease has or will be terminated, or all aircraft housed at the Leased Premises become unavailable to the Lessee for any reason, Lessee shall have the option to terminate the Lease. In such event, Lessee shall provide written notification to Lessor of the termination of funding or the circumstances causing the unavailability of the aircraft, including a copy of any written notification from the State of Texas, along with its notification of exercise of this option to terminate the Lease. Termination of the Lease shall be effective no fewer than sixty (60) days after the date that Lessor receives notification from Lessee of its exercise of this option to terminate.

8.7 City agrees to comply with all provisions of the Texas Property Code applicable to Leaseholds of the kind addressed in this Lease. In the event that the City fails to comply with any of these statutory requirements, the Lessee may exercise all rights and remedies provided by such statutes.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST:

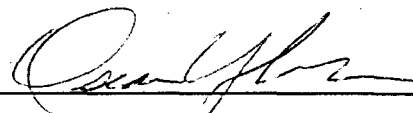
CITY OF SAN ANTONIO, Lessor

\_\_\_\_\_

Sheryl Sculley, City Manager

TEXAS DEPARTMENT OF PUBLIC SAFETY, Lessee

By: \_\_\_\_\_



Title: Chief of Finance

APPROVED

\_\_\_\_\_  
City Attorney